



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Ted Stewart
Executive Director

James W. Carter
Division Director

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340
801-359-3940 (Fax)
801-538-5319 (TDD)

January 26, 1996

CERTIFIED RETURN RECEIPT
P 974 978 973

Scott D. Burton
Kennecott Corporation
10 East South Temple
P.O. Box 11248
Salt Lake City, Utah 84147

Re: Formal Approval of Form and Amount of Replacement Reclamation Surety, Kennecott Utah Copper Corporation, Bingham Canyon Mine - UCD Modernization, M/035/011, Salt Lake County, Utah

Dear Mr. Burton:

On January 24, 1996, the Board of Oil, Gas and Mining formally approved the form and amount of replacement reclamation surety for Kennecott Utah Copper Corp.'s UCD Modernization. The reclamation surety is in the form of a surety bond identified by # _____ and # _____ issued by American Home Assurance Company, and United States Fidelity and Guaranty Company, respectively. The replacement surety is in the amount of \$10,429,000.

Enclosed please find copies of the fully signed and executed Reclamation Contract and surety bond forms for your files. The old surety bond # _____ with Safeco Insurance Company of America for \$8,263,990, and the surety rider of January 27, 1993 which increased the old bond amount to \$8,980,000 are hereby released and returned to you. The original copy of the old Reclamation Contract and the original page 4 of the surety bond listing two surety companies (replaced by two separate Affidavits of Qualification) are also enclosed for your records.

Thank you for your cooperation in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

Anthony A. Gallegos
Senior Reclamation Specialist

jb

Enclosures: photocopies of signed replacement surety bond and RC

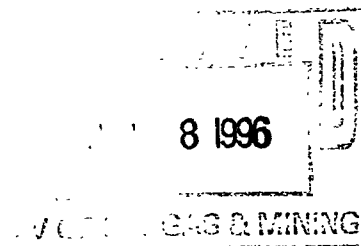
original copy of Safeco bond & rider

original copy of old Reclamation Contract

original page 4 of Surety Bond listing two surety companies

cc: Dawn Elton, Poulton Associates w/copies of signed replacement surety bond & RC
M035011.APV

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/035/011
(Mineral Mined) Copper/Molybdenum

"MINE LOCATION":
(Name of Mine) Bingham Canyon Mine - UCD Modernization
(Description) Approximately 15 miles SW of SLC in
Salt Lake County
8362 W 10200 S, P.O. Box 525, Bingham,
Utah 84006-0525

"DISTURBED AREA":
(Disturbed Acres) 588
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Kennecott Utah Copper Corporation
(Address) 8315 W 3595 S
P.O. Box 6001
Magna, Utah 84044-6001
(Phone) (801) 252-3000

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

CT Corporation System

50 W Broadway

Salt Lake City, Utah

84101

(801) 364-1228

"OPERATOR'S OFFICER(S)":

R.R. Dimock/President & Chief Ex. Officer

T.A. Stevenson/Sr. VP & Chief Financial Office

R.P. Johnson/Treasurer

K.P. Done/Assistant Treasurer

J.R. Welch/Assistant Treasurer

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

American Home Assurance Company &

United States Fidelity and Guaranty Company

"SURETY AMOUNT":

(Escalated Dollars)

\$10,429,000

"ESCALATION YEAR":

2000

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Kennecott Utah Copper Corporation the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/035/011 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

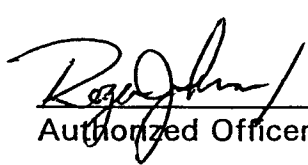
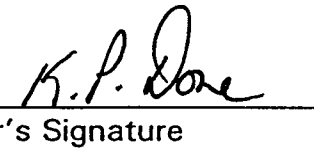
1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated April 21, 1987, and the original Reclamation Plan dated April 21, 1987. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as

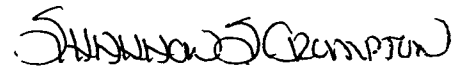
amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.

14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

RP JOHNSON / K.P. DONE
Authorized Officer (Typed or Printed)


 / 
Authorized Officer's Signature

ATTEST: 
SECRETARY

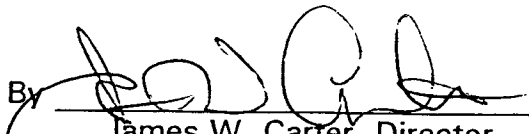
4 JANUARY 1996
Date TO BE EFFECTIVE AS OF 24 JANUARY 1996

SO AGREED this 24th day of January, 1996.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY 
Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

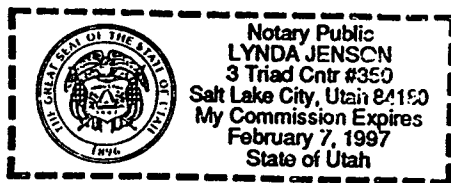
DIVISION OF OIL, GAS AND MINING:

By 
James W. Carter, Director

January 24, 1996
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 24th day of January, 19 96, personally
appeared before me, who being duly sworn did say that he/she, the said
James W. Carter is the Director of the Division of
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she
duly acknowledged to me that he/she executed the foregoing document by
authority of law on behalf of the State of Utah.



Lynda Jenson
Notary Public
Residing at: Salt Lake City

February 7, 1997
My Commission Expires:

OPERATOR:

Kennecott Utah Copper Corporation
Operator Name

R.P. JOHNSON / K.P. DONE
By TREASURER / ASST TREASURER
Corporate Officer - Position

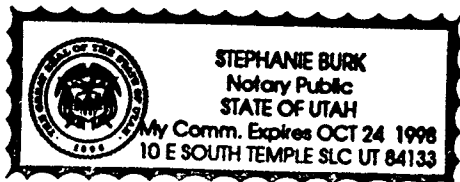
ATTEST: [Signature]
SECRETARY

4 JANUARY 1996
Date TO BE EFFECTIVE 31 JANUARY 1996

[Signature] / K.P. Done
Signature

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On the 4th day of JANUARY, 19 96, personally
appeared before me R.P. JOHNSON AND K.P. DONE who
being by me duly sworn did say that ~~they~~ she, the said R.P. JOHNSON AND K.P. DONE
~~ARE~~ is the TREASURER AND ASST TREASURER of KENNECOTT UTAH COPPER CORPORATION
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its ~~bylaws or a~~ resolution of its board of directors and said
R.P. JOHNSON AND K.P. DONE duly acknowledged to me that said
company executed the same.



Stephanie Burk
Notary Public
Residing at: 10 E. So. Temple, Salt Lake City,
UT 84133

October 24, 1998
My Commission Expires:

ATTACHMENT "A"

Kennecott Utah Copper Corporation
Operator

Bingham Canyon Mine - UCD Modernization
Mine Name

M/035/011
Permit Number

Salt Lake County, Utah

The legal description of lands to be disturbed is:

Portions of the

SW 1/4 Section 19; W 1/2 Section 30; Section 21; T1S, R2W.

S 1/2 NE 1/4 Section 23; S 1/2 Section 24; Section 25; NE 1/4,
SE 1/4 Section 36; T1S, R3W.

E 1/2 Section 6; E 1/2 E 1/2 Section 7; W 1/2 NW 1/4 and SW 1/4 Section 8;
SW 1/4 and W 1/2 SE 1/4 Section 16; NW 1/4, SW 1/4, and SE 1/4
Section 17; E 1/2 W 1/2 and W 1/2 E 1/2 Section 21; NW 1/4 Section 28;
Section 29, Section 32; T2S, R2W.

Section 5; E 1/2 NE 1/4 and SE 1/4 Section 6; NE 1/4, SE 1/4 NW 1/4, SW 1/4,
and SE 1/4 Section 7; NW 1/4 NW 1/4 and E 1/2 Section 8; T3S, R2W.

Salt Lake Base and Meridian, Salt Lake County, Utah.

ATTACHMENT B

MR FORM 5
June 7, 1995

Bond Number _____ and
Permit Number M/035/011
Mine Name Bingham Canyon Mine -
UCD Modernization

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Kennecott Utah Copper Corporation, as Principal, and American Home Assurance Company, and United States Fidelity and Guaranty Company, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of Ten Million Four Hundred Twenty Nine Thousand dollars (\$10,429,000).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 21st day of April, 1987, that 588 acres of land will be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

Bond Number _____

Permit Number M/035/011Mine Name Bingham Canyon Mine -
UCD Modernization

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Kennecott Utah Copper Corporation

Principal (Permittee)

R. P. JohnsonK. P. Done

By (Name typed):

TreasurerAssistantTreasurer

Title

Signature

4 JANUARY 1996Date TO BE EFFECTIVE AS OF 04 JANUARY 1996

ATTEST:

James S. Compton
SECRETARY

Surety Company

American Home Assurance Company and United States
Fidelity and Guaranty CompanyAva M. Walker

Company Officer

January 24, 1996

Date

Attorney-In-Fact

Title/Position

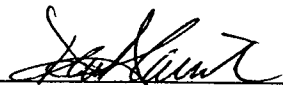
Ava M. Walker

Signature

and
Bond Number _____
Permit Number M/035/011
Mine Name Bingham Canyon Mine -
UCD Modernization

SO AGREED this 24th day of January, 1996.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:



Dave D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

Bond Number _____
Permit Number M/035/11
Mine Name Bingham Canyon Mine -
UCD Modernization

AFFIDAVIT OF QUALIFICATION

On the 24th day of January, 19 96, personally appeared before me Ava M. Walker who being by me duly sworn did say that he/she, the said Ava M. Walker is the Attorney-In-Fact of United States Fidelity and Guaranty Company and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Ava M. Walker duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Ava M. Walker
Surety Officer

Title: Attorney-In-Fact

STATE OF Kentucky)
COUNTY OF Fayette) ss:

Subscribed and sworn to before me this 24th day of January, 19 96

Frieda Cyren
Notary Public
Residing at: 725-A Eureka Springs Dr., Lexington, KY 40517

My Commission Expires:

August 11, 19 98

Bond Number: _____
Permit Number M/035/011
Mine Name Bingham Canyon Mine -
UOD Modernization

AFFIDAVIT OF QUALIFICATION

On the 24th day of January, 19 96, personally appeared before me Ava M. Walker who being by me duly sworn did say that he/she, the said Ava M. Walker is the Attorney-In-Fact of American Home Assurance Company and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Ava M. Walker duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: _____

Ava M. Walker
Surety Officer

Title: Attorney-In-Fact

STATE OF Kentucky)
COUNTY OF Fayette) ss:

Subscribed and sworn to before me this 24th day of January, 19 96

Frieda Cyrus
Notary Public

Residing at: 725-A Eureka Springs Dr., Lexington, KY 40517

My Commission Expires:

August 11, 19 98

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office: 70 Pine Street, New York, N.Y. 10270

POWER OF ATTORNEY

No. _____

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint


—James H. Godfrey Jr., Phillip S. McCrorie, Ava M. Walker: of Lexington, Kentucky—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

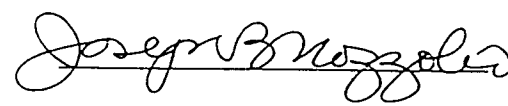
this 20th day of April 1995.




William D. Smith, President

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 20th day of April 1995, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.


JOSEPH B. NOZZOLIO
Notary Public State of New York
No. 01-NO-652754
Qualified in Westchester County
Term Expires Jan. 31, 1996

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 24th day of January, 1996




Elizabeth M. Tuck, Secretary

United States Fidelity and Guaranty Company

Power of Attorney

No. 109108



Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint James H. Godfrey, Jr., Phillip S. McCrorie and Ava Walker

of the City of Lexington, State of Kentucky its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 3rd day of March, A.D. 1995.



United States Fidelity and Guaranty Company,

(Signed) By *[Signature]* Vice President

(Signed) By *[Signature]* Assistant Secretary

State of Maryland)

SS:

Baltimore City)

On this 3rd day of March, A.D. 1995, before me personally came John A. Huss, Vice President of United States Fidelity and Guaranty Company and Thomas J. Fitzgerald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said John A. Huss and Thomas J. Fitzgerald were respectively the Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 11th day in March, A.D. 1996.



(Signed) *[Signature]* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the United States Fidelity and Guaranty Company on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing in and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas J. Fitzgerald, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company on this 24th day of January, 1996.



[Signature] Assistant Secretary

KENNECOTT UTAH COPPER CORPORATION

C E R T I F I C A T E

As Secretary of Kennecott Utah Copper Corporation, a Delaware corporation (the "Corporation"), I certify the following is a true copy of resolutions adopted by the Board of Directors on 7 September 1995, which resolutions remain effective on this date:

BANKING RESOLUTIONS:

IT IS RESOLVED that either the President and Chief Executive Officer, any Vice President or the Treasurer together with any Assistant Treasurer are authorized to establish and close bank accounts, brokerage accounts, and lines of credit in the name of the Corporation; and it is further

RESOLVED that such persons are authorized to designate the officers, employees, or agents of the Corporation (including themselves) who are authorized to sign checks, drafts, or transfers drawn on any accounts opened in the name of the Corporation and to revoke such authority; and it is further

RESOLVED that the signature of any authorized officer, employee or agent may be affixed to any check or other instrument for the payment of money by printing, by facsimile stamp, or by any other mechanical device, and the bank is hereby authorized to rely upon and accept as genuine any such printed, facsimile stamp, or mechanical signature without any duty to determine the genuineness thereof or whether the affixing thereof has been authorized by the Corporation or the officer, employee, or agent whose name is so affixed; and it is further

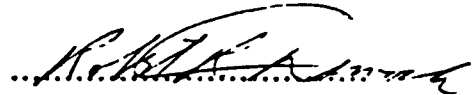

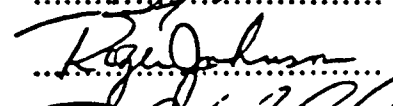
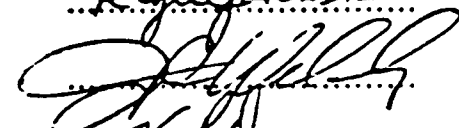

RESOLVED that such two persons, in the same combination as described in the first paragraph above, are authorized to make and direct investments of funds, including specifically but not limited to, the establishment and maintenance of accounts for the purchase and sale of commodity futures,

commodity options (on futures or physicals), foreign futures and options, commodity forward contracts and physical commodities (including currencies) and to close such accounts; and it is further

RESOLVED that such persons are authorized to designate the officers, employees, or agents of the Corporation (including themselves) who are authorized to transact business, enter buy or sell orders, trade, and invest or sell investments with respect to any accounts opened in the name of the Corporation and to revoke such authority; and it is further

RESOLVED that such persons are authorized to execute, in the name of the Corporation, such bonds, guarantees, and any other types of indemnification agreements as they deem advisable.

I further certify (1) each of the persons listed below has been appointed and is presently serving in the position set forth to the right of his name; and (2) to the right of his position is his genuine specimen signature.

<u>NAME OF OFFICER</u>	<u>POSITION</u>	<u>SIGNATURE</u>
R. R. Dimock	President and Chief Executive Officer	
T. A. Stevenson	Senior Vice President and Chief Financial Officer	
R. P. Johnson	Treasurer	
J. R. Welch	Assistant Treasurer	
K. P. Done	Assistant Treasurer	

DATED AND SEALED at Salt Lake City this 3RD day of JANUARY 1996.




SHANNON S. CROMPTON